

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

ALBERT PATTERSON, d/b/a WORLD
WRESTLING ASSOCIATION, d/b/a
SUPERSTARS OF WRESTLING, INC.
and d/b/a W.W.A. SUPERSTARS,
Plaintiff,

vs.

Case No. 04-C-0192

TVN ENTERTAINMENT CORPORATION,
GENERAL COMMUNICATIONS, INC.,
EBATES SHOPPING.COM, INC.,
MUSCATINE POWER & WATER (MPW)
CABLE, AMAZON.COM, INC.,
EPINIONS.COM, PPVN NETWORK
HOLDING, INC., PAY-PER-VIEW
NETWORK, INC., TNA ENTERTAINMENT,
LLC and MUZE, INC.,

Magistrate Judge William E. Callahan

Defendants.

SUPPLEMENTAL AFFIDAVIT OF FRANK ROMANO

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Frank Romano, being duly sworn, deposes and says:

1. I am the Chief Operating Officer of TNA Entertainment, LLC (hereinafter, “TNA”), and I make this affidavit of my own personal knowledge.
2. My office is located in New York, New York.
3. If I were required to attend a deposition in Wisconsin, or another location away from the New York City area, TNA’s New York office would have to be shut down because my presence is essential to the operation of business at that location.

4. Copies of documents relating to the places where TNA does business, including TNA's licensing agreements, which would be relevant to Eastern District of Wisconsin's personal jurisdiction over TNA, are located in New York. Most original documents are kept at the company offices in Texas and some documents, including advertisements and marketing materials, are kept at TNA's offices in Tennessee.

5. After my previous affidavit was filed in connection with TNA's Motion to Dismiss, I discovered that there have been additional advertisements placed by TNA.

a. In March 2004, TNA purchased an advertisement that will be published in cable guides in Wisconsin as well as other states. This advertisement does not include any of the words or phrases that Plaintiff alleges are its property and, thus, is unrelated to the claims in this lawsuit.

b. TNA has also placed national advertising with Comedy Central, which does not include any of the words or phrases that Plaintiff alleges are its property and, thus, is unrelated to the claims in this lawsuit.

c. TNA has also placed national advertising for TOTAL NONSTOP ACTION WRESTLING IMPACT! on Fox Sports Net, which does not include any of the words or phrases that Plaintiff alleges are its property and, thus, is unrelated to the claims in this lawsuit.

d. TNA has placed advertising on websites that are accessible to residents of Wisconsin with Internet access. Those sites are AOL, Between the Ropes, 1 wrestling.com, pwinsider.com, 411mania.com and lordsofpain.com. None of these ads include any of the words or phrases that Plaintiff alleges are its property and, thus, they are unrelated to the claims in this lawsuit.

6. TNA has conducted a reasonable inquiry into its advertising efforts, and has confirmed that TNA's contact with Wisconsin is limited to acts that took place outside the State, but which resulted in placement of the advertisements referenced in this Supplemental Affidavit, and in my prior Affidavit, that might be viewed by people in Wisconsin.

7. All other allegations made in my prior Affidavit are unchanged.

FURTHER AFFIANT SAYETH NOT.

s/ Frank Romano
Frank Romano

Subscribed and sworn to before me
this 22nd day of June, 2004.

S/ Floralba Arango

Notary Public State of New York
My Commission Expires October 26, 2005.